# Exhibit E

# SCHWARTZ & PONTERIO, PLLC

ATTORNEYS AT LAW
134 West 29th Street - Suite 1006
New York, New York 10001-5304
Tel. No.: (212) 714-1200
Fax No.: (212) 714-1264

E-Mail: blevenson@splaw.us

September 12, 2014

## BY US MAIL

Jeff Movit, Esq. Mitchell Silberberg & Knupp LLP 12 East 49th Street, 30th Floor New York, NY 10017 (917) 546-7708 (direct)

Re: New Old Music Group, Inc. v. Gottwald, et al.

S.D.N.Y. 13 CV 9013 Our File No. 4020.02

Dear Mr. Movit:

Please find Mr. Becker's Invoice and travel expenses enclosed.

Very truly yours,

Brian Levenson, Esq.

## INVOICE

Pete Becker

# REDACTED

Iowa City, IA

For being Deposed as an Expert Witness concerning Audio Analysis in the case of

New Old Music Inc Vs. Gottwald et al;

#### Work Provided:

3 hours of Deposition preparation @ 150.00 per hour (1pm-4pm on Wednesday, August 27th 2014)

7 hours on the day of Deposition @ \$150.00 per hour (10am-5pm on Thursday, August 28th 2014)

Total Due: \$1500.00

# Please Pay Upon Receipt

Please make check payable to

# Pete Becker

# REDACTED

Iowa City, Iowa 52245

Thank You

# jetBlue

You should receive your itinerary by email shortly, but you should print this out just in case.

# **Confirmation #QHQNLX**

Status: Confirmed

Book Date: Thursday, August 14 2014



Scan this barcode to check in at any JetBlue check-in kiosk

# Your itinerary

#### **Travelers**

Travelers on this flight: Peter Coburn Becker

Primary contact:

REDACTED

# **Flights**

Date	Departs/ Arrives	Route	Flight/ Aircraft	Travelers	Seats
Sat Aug 30	01:00 p.m. 02:29 p.m.	New York City, NY (JFK) to Chicago-O'Hare, IL (ORD)	<b>#605</b> E190	Peter Coburn Becker	8C

# **Total price**

Fare:

\$133.95 x 1 = \$133.95 USD

Taxes & Fees:

\$24.15 USD

Total:

\$158.10 USD

#### Insurance confirmation

Allianz (h)

Insurance Confirmation EUSP2050046541

You are insured! You will see a charge for \$22.75 on your credit card statement from Allianz Global Assistance for your travel insurance. You will receive a confirmation email from Allianz Global Assistance with the details of your travel insurance. For inquiries, please contact Allianz Global Assistance at 1-800-496-0329. Travel Insurance FAQ

## **Payment**

Form of payment

Visa Visa

REDACTED

Amount paid \$158.10 USD \$22.75 USD

Total amount due:

**\$0.00** usp

### Need a car? We offer the JetBlue discount



- Save 5% Or More On All Rentals
- No Payments Till Car Pick Up
- No Change/cancel Fees

Call 1-800-654-3131 or log onto jetblue.com/cars. Use CDP# 1790143 to receive the JetBlue discount.

# Need a hotel? Low price guarantee



- Price Match Guarantee
- Nearly 1,000,000 Unbiased Guest Reviews
- No Change/cancel Fees

Call 888-555-8989 to let us help you book your hotel or log onto jetblue.com/hotels.





#### Fare Restrictions:

- Redeem with CDP code 1.790143 when booking through JetBlue. Taxes, fees, and restrictions apply; see http://www.hertzft.com/jetblue/index.html.
- 2. If you find the same hotel and dates of stay at a lower rate, Hotels.com will, at its choice, either match the lower rate or cancel the reservation without a cancellation fee.See http://hotels.jetblue.com/index.isp?pageName=guarantee.
- Hotels.com does not charge a change or cancel fee; but, each property has independent penalties for changes/cancellations.
   See hotel details.
- 4. Taxes, fees and restrictions apply; see http://limos.jetblue.com/jetblue/car-service.do.

#### NOTICE OF INCORPORATED TERMS

All travel on JetBlue (domestic and international) is subject to JetBlue's Contract of Carriage, the terms of which are incorporated herein by reference. International travel may also be subject to JetBlue's international passenger rules tariffs on file with the U.S. and other governments, and where applicable, the Montreal Convention or the Warsaw Convention and its amendments and special contracts. Incorporated terms include, but are not restricted to:

- 1. Liability limitations for baggage, including special rules for fragile and perishable goods and the availability of excess valuation.
- 2. Liability limitations for personal injury or death.
- 3. Claims restrictions, including time periods within which passengers must file a claim or bring an action against JetBlue.
- 4. Rights of JetBlue to change the terms of contract.
- 5. Rules on reservations, check-in, and refusal to carry.
- JetBlue's rights and limits on its liability for delay or failure to perform service, including schedule changes, substitution of aircraft or alternate air carriers, and rerouting.
- 7. Non-refundability of reservations.
- 8. The Contract of Carriage and tariffs may be inspected at all JetBlue airport customer service counters, or upon request to receive by mail a copy of the full text of the Contract of Carriage or tariffs. See www.JetBlue.com or at any U.S. location where JetBlue travel is sold for more information.

#### **CUSTOMER CONCERNS**

Any customer inquiries or concerns can be emailed to dearjetblue@jetblue.com, or sent to JetBlue Airways, 6322 South 3000 East, Suite G10, Salt Lake City, UT 84121.

#### **CARRY-ON BAGGAGE RULES**

JetBlue flights - Each customer may bring one bag that fits in the overhead bin plus one personal item (purse, briefcase, laptop, etc.) that fits under the seat in front free of charge. Any excess carry-on baggage will be checked baggage. Visit http://www.jetblue.com/bags and http://www.tsa.gov for more Information. Connecting on our partner airlines (including Cape Air) - The carry-on rules of a partner airline apply when checking in to a JetBlue flight that is connecting to the partner. See http://www.jetblue.com/partners for more information. While JetBlue may allow additional carry-ons as a courtesy to customers connecting to our partner airline, JetBlue cannot guarantee that those bags will be accepted for in-cabin travel on the partner. Customers are encouraged to abide by partner's rules for their entire journey to avoid additional checked baggage fees if their carry-ons do not meet size/weight restrictions.

#### CHECKED BAGGAGE ALLOWANCE/FEES

Domestic JetBlue flights - JetBlue allows one free checked bag, subject to size/weight restrictions. A \$50 fee applies to a second checked bag, subject to size/weight restrictions. A \$100 fee applies for a third checked bag. Other fees apply for additional baggage and oversized or overweight baggage. Visit http://www.jetblue.com/bags for more information. International JetBlue flights - JetBlue allows one free checked bag, subject to size/weight restrictions. A \$50 fee applies to a second checked bag. Excess baggage rules and size/weight restrictions may vary depending on load availability and country restrictions. See www.jetblue.com/bags for more information. Travel on our partner airlines (excluding Cape Air\*) - Baggage rules and fees vary by partner airline and destination. JetBlue will follow our partner airlines' fees when customers are traveling on an itinerary Including one of our partner airlines. Excess baggage rules and size/weight restrictions may vary depending on load availability. See http://www.jetblue.com/partners for more information.

\*For itineraries with a connection only to/from Cape Air, JetBlue's standard fees apply.

#### NOTICE OF INCREASED GOVERNMENT TAX OR FEE

JetBlue reserves the right to collect additional payment after a fare has been paid in full and tickets issued for any additional government taxes or fees assessed or imposed.

#### **CHECK-IN TIMES**

For domestic flights, customers traveling without checked baggage must obtain a boarding pass twenty (20) minutes prior to scheduled departure and customers traveling with checked baggage must obtain a boarding pass thirty(30) minutes prior to scheduled departure. Customers must be present in the boarding gate are fifteen (15) minutes prior to scheduled departure or the posted aircraft departure time. For international flights, customers traveling with or without checked bags must obtain a boarding pass sixty (60) minutes prior to scheduled departure. Customers must be present in the boarding gate twenty (20) minutes prior to scheduled departure or the posted aircraft departure time.

#### **DOCUMENTATION REQUIREMENTS**

For domestic travel, customers over the age of 18 will be required to show a U.S. federal or state-issued photo ID that contains the following information: name, date of birth, gender, expiration date and a tamper-resistant feature. Customers traveling to/from an international destination are required to present proper documentation at the time of check-in. Documents required for travel vary according to citizenship, residency, country of travel, age (for minors), length of stay, purpose of visit, student status, etc. Please check for specific requirements for the country, or countries, you are visiting to make sure you have the correct documents. In addition, Customers traveling to a country other than their country of citizenship or residency are required to hold proof of return or onward travel. Fallure to present proper documentation could result in denied boarding.

#### ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Where a passenger's journey involves an ultimate destination or a stop in a country other than the country of departure, either the Warsaw Convention and the Hague Protocol, their amendments, and any special contracts of carriage embodied in applicable tariffs that waive Warsaw/Hague limits, or the Montreal Convention may apply to the entire journey including the portion within the countries of departure or destination and, in some cases, may limit the liability of the carrier for death or personal injury, delay, and for loss of or damage to baggage. The Montreal Convention, where applicable, does not impose, and special contracts voluntarily entered into by many carriers, including JetBlue, waive, the Warsaw/Hague limitations for compensatory damages arising out of personal injury or wrongful death caused by an accident, as defined by the applicable treaty. The names of carriers who are a party to the special contracts are available at all ticket offices of such carriers and may be examined upon request.

#### NOTICE OF BAGGAGE LIABILITY LIMITS

For international transportation (including domestic portions) governed by the Montreal Convention, JetBlue's liability for baggage is limited to 1,131 SDRs (see, www.imf.org for current value) per passenger unless a higher value is declared and an extra charge is paid. For international transportation governed by the Warsaw Convention and the Hague Protocol and their amendments, JetBlue's liability for baggage is limited to \$9.07 per pound for checked baggage and \$400 per passenger for unchecked baggage unless a higher value is declared and an extra charge is paid. Special rules may apply to valuable articles. For domestic transportation, JetBlue's liability for baggage is limited to \$3,300 per passenger. General baggage rules: As set forth more fully in its Contract of Carriage and international passenger rules tariffs, JetBlue will not be responsible for fragile or perishable goods. JetBlue assumes no liability for oversized, overweight or overpacked baggage, or for loss of or damage to

baggage parts such as wheels, straps, pockets, puli handles, zippers, hanger hooks or other items attached to baggage.

JetBlue will not be responsible for the following items in checked or unchecked baggage: money, jewelry including watches, cameras, camcorders, any type of electronic equipment, including computers, valuable papers or documents and other similar items as described in more detail in the Contract of Carriage.

#### NOTICE OF OVERBOOKING OF FLIGHTS

Although JetBlue does not intentionally overbook its flights, there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, JetBlue will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with JetBlue's check-in deadline (which are available upon request from JetBlue), persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and JetBlue's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available.

#### Thank You for Choosing United Airlines

#### **United Confirmation Number LWJF48**

**Purchase Summary** 

\$254.00

1 Adult (18-64) Additional Taxes/Fees

\$22.60

**Price Details** 

Trip Insurance (Billed separately by Allianz Global Assistance)

\$20.13

Total

\$296.73

avment Information Name of Cardholder: Card Type:

REDACTED

MileagePlus Members:

Upon completion of this itinerary, you will earn up to 1,136 MileagePlus award miles.\*

Flight Details

United Confirmation Number

LWJF48

Tue., Aug. 26, 2014 | Minneapolis/St. Paul, MN (MSP) to New York, NY (JFK)

12:31 p.m. Tue., Aug. 26, 2014 Minneapolis/St. Paul, MN (MSP)

4:05 p.m. Tue., Aug. 26, 2014 Washington, DC (IAD - Dulies)

Flight Time:2 hr 34 mn 908 miles

Flight: UA4678 Operated by ExpressJet Airlines Inc. dba Operated by expressiet Airlines Inc. dba United Express. Aircraft: Embraer RJ145 Fare Class: United Economy (W) Meal: Food and Beverages for Purchase No Special Meal Offered.

Change Planes. Connect time in Washington, DC (IAD - Dulles) is 1 hour 15 minutes.

Depart:

5:20 p.m. Tue., Aug. 26, 2014 Washington, DC (IAD - Dulles)

Arrive: 6:59 p.m. Tue., Aug. 26, 2014 New York, NY (JFK) Flight Time: 1 hr Distance: 39 mn Travel Time: 5 hr 28 mn

228 miles Total Distance: 1.136 miles

Flight: UA5714 Operated by ExpressJet Airlines Inc. dba United Express. Aircraft: Canadair Regional Jet 200 Fare Class: Economy (W) Meal: Non No Special Meal Offered.



Peter Coburn Becker

Date of Birth:

Gender: Male

Special Meals Request:

Not applicable for this itinerary

E-mail Address:

Home Phone:

Seat Assignments:

MSP - IAD: 19A IAD - JFK: ---

#### **Economy Plus**

Purchase Economy Plus® seating and enjoy more space to relax. Book early for the best availability.



#### **New York Hotels**

Hotel rates are available for New York.

Search Hotels >



#### **New York Car Rentals**

Book with our preferred car partners to save up to 35% and earn 75 award miles or more per rental day.

Hertz.

**AVIS** 

#### Important Travel Information:

The U.S. government raised the security alert level and implemented extra restrictions to assure the security of air travel. Certain changes in airport procedures and restrictions on items allowed on board aircraft are detailed on the <u>Travel Alert: Elevated Security</u> page. Any changes to your flight reservations may incur additional charges.

Airlines require government issued photo identification upon check-in, such as a driver's license or passport.

Passport. visa and health requirements may apply for this litinerary. Each passenger must ensure he or she has all required travel documents as stated in Rule 19 of the Contract of Carriage. Information on this site is provided as a courtesy and should be verified by the passenger before travel. Other resources include the consulate of the destination country and the IJ.S. Department of State.

Please read important information governing airline baggage liability limitations.

You will be contacted with any changes or additional information such as schedule changes, itinerary changes, etc.

Special services are on a request basis and cannot be guaranteed.

Special meal requests must be received at least 24 hours before the departure of your flight and cannot be guaranteed.

\*\*Miles shown are the actual miles flown for this segment. Mileage accrued will vary depending on the terms and conditions of your frequent flyer program. United MileagePlus mileage accrual is subject to the rules of the MileagePlus program and, as provided therein, mileage will be credited in accordance with the terms and conditions of the MileagePlus Program in effect at the time of travel, not at the time air travel is purchased, booked or reserved, and accordingly miles may not be awarded for some tickets or miles may be awarded in an amount fewer than shown.

#### - Important Baggage Information

#### Carry-on baggage allowed

United accepts the following items, per customer to be carried on the aircraft at no charge:

- One carry-on bag no more than 45 linear inches or 114 linear centimeters (L + W + H) or 14 inches x 9 inches x 22 inches (23 x 35 x 56 cm)
- One personal item (such as a shoulder or laptop bag).

#### Learn more about carry-on baccage policy

#### Checking bags for this itinerary

Checked baggage service charges are collected at any point in the itinerary where bags are checked. The bag service charges below reflect a maximum outside linear dimension of 62 linear inches (157 cm)

First and second baggage service charges per traveler as listed below: 1st bag 2nd bag Weight per bag Tue., Aug. 26, 2014 Minneapolis/St. Paul, MN (MSP) to New York, NY (JFK) 50.0 lbs (23 kgs)



Check Your First Bag for Free Save up to \$100 per roundtrip. Primary Cardmembers and a companion on the same reservation can check their first bag free on United-operated flights when purchasing tickets with their Explorer Card.

Learn more

These amounts represent an estimate of the first and second checked baggage service charges that may apply to your itinerary. If your itinerary contains multiple travelers, the service charges may vary by traveler, depending on status or memberships.

First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents. For additional information regarding baggage charges, allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items or sporting equipment, visit united.com/baggage